

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MANASICHA BHUMITHANARN, THIPAKORN
YOOPENSUK, and VUTTINANT
ASSAVASIRISILP, *individually and on behalf of
others similarly situated,*

Plaintiffs,

-against-

22 NOODLE MARKET CORP. (d/b/a OBAO
NOODLES & BBQ), KANRUTHAI MAKMUANG
and LUCK WATANASUPARP,

Defendants.

14-cv-3624 (DF)

**STIPULATION AMENDING
SETTLEMENT AGREEMENT**

IT IS HEREBY STIPULATED and agreed, by and between the undersigned attorneys for the parties, pursuant to Paragraph 5 of the agreed-upon Settlement and General Release (“Agreement”) in this matter, that the Agreement is modified as follows:

- Paragraph 10 of the Agreement shall be amended to read as follows:

“10. Governing Law: The Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the jurisdiction of the United States District Court for the Southern District of New York and Magistrate Judge Debra Freeman for any future proceeding to enforce this agreement.”

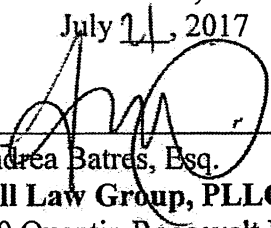
- The paragraphs labeled 2(e) in the Agreement¹ shall be amended to read as follows:

“2(e) Plaintiffs shall be solely responsible for any taxes resulting from payments received under the Agreement. Plaintiffs shall indemnify and hold each of the Defendants harmless to the fullest extent permitted by law, including the payment of any damages, penalties, interest, attorneys’ fees and/or judgments that may be incurred by Defendants resulting from payments under this Agreement.

2(f) In the event that the Settlement Amount is not paid by the payment dates set forth in paragraph 2 above, or any check fails to clear (i.e., bounces) on its respective payment date, Plaintiffs’ counsel shall serve a written notice (“Default Notice”) upon counsel for the Defendants by email and certified mail, and the Defendants shall have ten (10) days from the date of delivery of the Default Notice to cure the default by making such payment together with an additional amount of \$100.00 to reimburse for the time and costs of each such bounced check.””

Date: New York, New York

July 11, 2017



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¹ The parties note that the Agreement contains two paragraphs marked “2(e).”